

RIGHT OF WAY AGREEMENT – TEMPORARY CONSTRUCTION EASEMENT

Right-of-Way: Main Street Bridge Project
WBS #300180, Parcel No. 08-14

THIS AGREEMENT No. 08-14 in the form of a Temporary Construction Easement, covering the property particularly described hereinbelow, entered into this ____ day of _____, 20____, by and between Wade L. Rhoades, Trustee of the Mae Rhoades Trust, dated October 30, 1990 as to an undivided 5/12 interest; and Rosalie Rhoades, as Trustee for Diane Claire Garnett and Marie Carrie Alexander, as to an undivided 1/2 interest; and Jeffrey J. Fiscalini, Trustee of the Jeffrey J. Fiscalini 2011 Separate Property Trust, dated December 15, 2011 as to an undivided 1/12 interest, hereinafter referred to as GRANTORS and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY, has been executed and delivered to Phil Acosta, Right of Way Agent for the County of San Luis Obispo;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTORS and COUNTY as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.

2. The COUNTY shall pay the undersigned GRANTORS the sum of \$1,000.00 for this Temporary Construction Easement.

3. The COUNTY shall defend and indemnify GRANTORS from any and all claims, damages, costs, judgments, or liability arising from any culpable negligence of the COUNTY or its officers, employees or agents during the COUNTY'S construction activities conducted upon GRANTOR'S real property.

4. GRANTOR hereby grants permission to the COUNTY, or its authorized agent to enter upon GRANTORS' land where necessary within that certain area titled Temporary Construction Easement on the maps attached hereto and made a part hereof, for the purposes of facilitating construction or removal of COUNTY facilities related to the Cambria Main Street Bridge Replacement Project (Project) including, but not limited to, the stockpiling of materials and soil; and the parking and storage of equipment; and for all other related activities and purposes associated with construction or removal of COUNTY facilities for the said Project. Said Temporary Construction Easement shall commence upon County's issuance to GRANTORS of a copy of the Notice to Proceed for said Project and shall terminate upon completion of said Project or after twenty-four (24) months from the date of commencement, whichever shall occur first. The amount shown in clause 2 herein includes, but is not limited to, full payment for said Temporary Construction Easement, including severance damages, if any, from said date. Upon completion of construction of COUNTY'S facilities, the Temporary Construction Easement Area shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

5. GRANTOR hereby grants permission to the COUNTY, or its authorized agent, to enter upon GRANTOR'S land, where necessary, for purposes of replacing or reconstructing Project

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impacted fencing in-kind. GRANTOR understands and agrees that upon completion of the work described in this section, said fencing located upon GRANTOR'S land shall be considered as the sole property of the GRANTOR; the maintenance and repair of said property to be that of the GRANTOR.

6. All work done on GRANTOR'S property under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed on GRANTOR'S property by the COUNTY in connection with the Project, shall be left in as good condition as found at the commencement of the Project.

7. The undersigned GRANTOR(S) warrant that they are the owners in fee simple of the property affected by this Temporary Construction Easement as described hereinabove and that they have the right to grant this Temporary Construction Easement.

8. The undersigned GRANTOR covenants and agrees to indemnify and hold the County of San Luis Obispo harmless from any and all claims that other parties may make or assert on the title to the premises. The GRANTOR'S obligation herein to indemnify the COUNTY shall not exceed the amount paid to GRANTOR(S) under this contract.

9. GRANTOR consents to the recording of a memorandum of this Right of Way Agreement.

IN WITNESS WHEREOF, GRANTORS and COUNTY have executed this Agreement the day and year first above written. (As used above the term GRANTOR shall include the plural as well as the singular number as the case may be.)

GRANTOR(S):

By: Wade L Rhoades Date: 3-27-12

Wade L. Rhoades

Trustee of the Mae Rhoades Trust, dated October 30, 1990; and

for Rosalie Rhoades, as Trustee for Diane Claire Garnett and Marie Carrie Alexander; and

for Jeffrey J. Fiscalini, Trustee of the Jeffrey J. Fiscalini 2011 Separate Property Trust

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS

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COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo


Dated: _____, 20____

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

Deputy Clerk


APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: 
Deputy County Counsel
3/28/12

RECOMMENDED FOR APPROVAL:

Department of Public Works:
PAAVO OGREN
Public Works Director

By: 
PHIL ACOSTA
Right of Way Agent